LEX-31552
Archived: Tuesday, 4 June 2024 8:47:10 AM

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Document 1

From: s. 22(1)(a)(ii)
To: s. 22(1)(a)(ii)

Subject: FW: Contract [SEC=OFFICIAL]

Importance: Normal Sensitivity: None Attachments:

National Health Group contract (002).pdf;

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601

The department acknowledges the traditional custodians of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to traditional custodians, their cultures and elders past and present. We recognise all Aboriginal and Torres Strait Islander people and invite you to join our journey to reconciliation.

From: s. 22(1)(a)(ii)

Sent: Monday, 11 April 2022 12:20 PM

To: s. 11C(1)(a) s. 47F(1)@nationalhealthgroup.com.au> Cc: s. 22(1)(a)(ii) @agriculture.gov.au>

Subject: Contract [SEC=OFFICIAL]

Hi s. 11C(1)(a)

I hope you are well \square

Please find attached our contract to engage you.

Your previous invoice is being processed this week so hopefully you will receive payment shortly. I apologise for the delay, I was off work last week.

Unfortunately, we may have to pause our program for the next month or two as I am taking two weeks of leave, have some more new staff joining the team and need to ensure that I have appropriate processes in place to maximise our time with you. Can we please pause your Monday sessions with DAWE until potentially closer to June which will give me enough time to get things in order on our side of the fence?

s. 22(1)(a)(ii) will be acting in my role for the next two weeks so can you please return the signed contract to her?

Thanks,

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601

The department acknowledges the traditional custodians of country throughout Australia and their continuing connection to land, sea and community. We pay our respects to traditional custodians, their cultures and elders past and present. We recognise all Aboriginal and Torres Strait Islander people and invite you to join our journey to reconciliation.

s. 22(1)(a)(ii)

From: S. 11C(1)(a) S. 47F(1) <u>@nationalhealthgroup.com.au</u>>

Sent: Monday, April 11, 2022 2:40 PM

Subject: Re: Contract [SEC=OFFICIAL]

 $Hi^{s. 22(1)}$ and s. 22(1)(a)(ii)

That's fine - easter Monday was to be my next scheduled day and I'm happy deferring to meet AWE's business needs

I hope you're feeling better

My signed contract is attached, thanks

Regards,

s. 11C(1)(a)

Psychiatrist

Unit 17, LeVEY-8¹⁵⁵²

235 Macquarie St

Sydney NSW 2000

P <u>02 9221 0688</u>

F 02 9221 0544

M s. 47F(1)

W www.nationalhealthgroup.com.au



Australian Government

Commonwealth Contract – Services

Reference ID: C09429

Customer

Customer Name: Department of Agriculture, Water and the Environment

Customer ABN: 34 190 894 983
Address: GPO Box 858

Canberra ACT 2601

Supplier

Full Name of the Legal Entity: National Health Group Pty Ltd

Supplier ABN: 46 152 302 193
Address: Unit 17, Level 8
235 Macquarie St

Sydney NSW 2000

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

- a) it is terminated earlier; or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Tuesday, 22 March 2022
Contract Term:	This Contract will terminate on Wednesday, 22 March 2023.
Contract Extension Option:	This Contract includes the following extension option(s): Extension for a further 12 months should all parties be agreeable.

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C.A.2 The Requirement

Dr s. 11C(1)(a) will provide 'in house' medical advice and guidance to the People Support Rehabilitation team. This will include (but is not limited to):

- Participating in case conferences with rehabilitation advisors
- Conducting medical case conferences and peer to peer reviews with other medical professionals to support injured and ill employees
- Providing guidance to managerial staff on supporting injured and ill employees
- Reviewing correspondence compiled by rehabilitation advisors
- Conducting Fitness for Duty assessments

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: https://www.w3.org/WAl/intro/wcag.

C.A.2(b) Security Requirements

None Specified

C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. The Supplier will provide the Customer with a plan for approval.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [Delivery and Acceptance] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [Delivery and Acceptance].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
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C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Teleconference/ Onsite	Location
Case conference sessions	Dr s. 11C(1)(a) & People Support Rehabilitation staff	Fortnightly	Teleconference	n/a

C.A.2(f) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

Documents relevant to the provision of medical advice to support injured and ill employees.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act* 2013 (PID Act). Prior to making a disclosure, refer to information available at: http://www.ombudsman.gov.au/about/making-a-disclosure/information-for-disclosers.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	Integrity Hotline	
Email Address:	PID@awe.gov.au	
Telephone:	1800 99 88 80	

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Procurement Feedback	
Email Address:	Procurement.feedback@awe.gov.au	
Telephone:	02 6272 3084	

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C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$79,200.00** as set out below.

Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
22/03/2023	Completion of contract	\$72,000.00	\$7,200.00	\$79,200.0 0

Total Fixed Price for Services \$79,200.00 GST Inclusive

Adjustment to Fixed Pricing for Contract Variation/Extension

Pricing will be adjusted should both parties be agreeable.

C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amount
Each month	Monthly payment	\$6,600.00

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C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Senior Rehabilitation Advisor

 Currently:
 s. 22(1)(a)(ii)

 Telephone:
 s. 22(1)(a)(ii)

 Mobile:
 s. 22(1)(a)(ii)

Email Address: s. 22(1)(a)(ii)@awe.gov.au

Postal Address: John Gorton Building

King Edward Terrace Parkes ACT 2600

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: People Support Rehabilitation Team

Telephone: 0262723933

Email Address: peoplesupportrehab@awe.gov.au

Postal Address: GPO Box 858

Canberra ACT 2601

The Customer's preferred method of invoicing is by email.

C.A.4(c) Supplier's Contract Manager:

Name: Dr s. 11C(1)(a)
Position Title: Psychiatrist
Telephone: 02 9221 0688

Mobile: s. 47F(1)

Email Address: s. 47F(1)@nationalhealthgroup.com.au

Postal Address: Unit 17, Level 8

235 Macquarie St Sydney NSW 2000

C.A.4(d) Supplier's Address for Notices

Name: Dr s. 11C(1)(a)
Position Title: Psychiatrist

Email Address: s. 47F(1)@nationalhealthgroup.com.au

Postal Address: Unit 17, Level 8

235 Macquarie St Sydney NSW 2000

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C.A.5 Specified Personnel

Not Applicable

C.A.6 Subcontractors

None Specified

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Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contact Terms:

C.B.1 Intellectual Property

The Supplier owns the Intellectual Property Rights in the Material created under this Contract.

The Supplier grants to the Customer:

- a) a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence to exercise the Intellectual Property Rights in the Material provided under this Contract for any purpose; and
- b) a right to sub-licence the rights in (a) above to third parties, including to the public under an open access or Creative Commons 'BY' licence.

The licence excludes the right of commercial exploitation by the Customer.

The Supplier warrants that it is entitled to grant this licence to the Customer; and that the provision of the Goods and/or Services and any Material by the Supplier under this Contract, and its use by the Customer, in accordance with this Contract, will not infringe any third party's Intellectual Property Rights and Moral Rights.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

Pre-Existing Intellectual Property of the Supplier

Not Applicable

C.B.2 Confidential Information of the Supplier

Not Applicable

C.B.3 Interest on Late Payments

Where the Customer and the Supplier both have the capability to deliver and receive e-Invoices through the Pan-European Public Procurement On-Line (PEPPOL) framework and have agreed to use electronic invoicing (e-Invoicing), the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five (5) calendar days after receiving it, or if this day is not a business day, on the next business day.

In all other circumstances, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.

If the total initial value of the Contract (excluding any options, extensions, renewals or other mechanisms that may be executed over the life of the contract) is less than A\$1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, the Customer will pay the unpaid amount plus interest on the unpaid amount, provided the amount of interest payable under this clause exceeds A\$100.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate available on the Australian Taxation Office website as it applies on the day the amount was due and payable expressed as a daily rate.

C.B.X Notifiable Data Breaches

Eligible Data Breach means an 'Eligible Data Breach' as defined in the Privacy Act 1988 (Cth).

Personal Information means 'Personal Information' as defined in the *Privacy Act 1988* (Cth).

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- a) If the Supplier becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Contract or its provision of the Goods and/or Services, the Supplier agrees to:
 - (i) notify the Customer in writing as soon as possible, which must be no later than within three (3) days of becoming aware; and
 - (ii) unless otherwise directed by the Customer, carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- b) Where the Supplier is aware that there are reasonable grounds to believe there has been, or where the Customer notifies the Supplier that there has been, an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Contract or its provision of the Goods and/or Services, the Supplier must:
 - (i) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
 - (ii) unless otherwise directed by the Customer, take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth); and
 - (iii) take any other action as reasonably directed by the Customer.

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C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these Commonwealth Contract Tems have been given a special meaning. Their meanings are set out either in the Commonwealth Contracting Suite Glossary or in the relevant Commonwealth Contract.

C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct;
 and
- (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

The Contract is comprised of:

- (a) Additional Contract Terms (if any);
- (b) Statement of Work;
- (c) Commonwealth Contract Terms;
- (d) Commonwealth Contracting Suite Glossary, and
- (e) Contract Annex 1 Supplementary information (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C.14 [Liability of the Supplier], C.C.17 [Supplier Payments], C.C.20 [Transition Out], C.C.22 [Compliance with Commonwealth Laws and Policies], C.C.22(A) [Access to Supplier's Premises and Records], C.C.22(F) [Fraud] survive termination or expiry of the Contract.

C.C.8 Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand upon delivery to the relevant address;
- (b) if sent by registered post upon delivery to the relevant
- (c) if transmitted electronically upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [Subcontractors] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the Statement of Work and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the Statement of Work.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) [Delivery and Acceptance], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [Specified Personnel] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

- (a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
- (b) is not a fit and proper person; or
- (c) is not suitably qualified to perform the Services.

Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

- (a) the Customer acting in good faith, may at any time; or
- (b) the Supplier, acting in good faith, may notify that it wishes to, terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the Corporations Act 2001 (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the Corporations Act 2001 (Cth); or
 - (iii) if an individual becomes bankrupt or enters into an arrangement under *Part IX* or *Part X* of the *Bankruptcy Act 1966* (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services and must provide such reports and other information regarding compliance as reasonably requested by the Customer or as otherwise required by a relevant law or policy.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.
- A. Access to Supplier's Premises and Records: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

- B. Privacy Act 1988 (Cth) Requirements: In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the Privacy Act 1988 (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.
- C. Confidential Information: Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

D. Security and Safety. When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

- E. Criminal Code: The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.
- F. Fraud: For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

G. Taxation: The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.



The Commonwealth Contract Terms are licensed under the Creative Commons

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Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A.[x] is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B.[x] is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A.[x] is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B.[x] is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C.[x] is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.
- "Additional Contract Terms" means the terms and conditions set out in the section of the Contract with the heading 'Additional Contract Terms'.
- "Approach to Market or ATM" means the notice inviting potential suppliers to participate in the procurement.
- "Closing Time" means the closing time specified in clause A.A.1 [Key Events and Dates].
- "Contract" means the documentation specified in clause C.C.4 [Precedence of Documents].
- "Contract Extension Option" means an option of a Customer to extend the term of a Contract for one or more additional time periods.
- "Contract Manager" means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.
- **"Contract Price"** means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

"Correctly Rendered Invoice" means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
- is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.
- "Customer" means a party specified in a Contract as a Customer.
- "Delivery and Acceptance" means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.
- "General Interest Charge Rate" means the general interest charge rate determined under section 8AAD of the Taxation Administration Act 1953 on the day payment is due, expressed as a decimal rate per day.

"Goods and/or Services" means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.
- "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- "GST" means a Commonwealth goods and services tax imposed by the GST Act.
- "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

Commonwealth Contracting Suite (CCS) Glossary

- "Material" means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.
- "Moral Rights" means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.
- **"Notice"** means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.
- "Requirement" means the description of the Goods and Services described in:
- for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading 'Requirement':
- for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading 'Requirement';
- c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.
- **"Specified Personnel"** means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [Specified Personnel].
- **"Statement of Requirement"** means the section of the Approach to Market with the heading 'Statement of Requirement'.
- "Statement of Work" means the section of the Contract, as the case may be, with the heading 'Statement of Work'.
- "Supplier" means a party specified in a Contract as a Supplier.

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any);
- b) Statement of Work;
- c) Commonwealth Contract Terms;
- d) Commonwealth Contracting Suite Glossary; and
- e) Contract Annex 1 Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the **Commonwealth of Australia** as represented by Department of Agriculture, Water and the Environment

ABN 34 190 894 983 by its duly authorised delegate in the presence of

Signature of witness s. 22(1)(a)(ii)	Signature of delegate				
	s. 22(1)(a)(ii)				
Name of witness (<i>print</i>)	Name of delegate (<i>print</i>)				
s. 22(1)(a)(ii)	s. 22(1)(a)(ii)				
	Position of delegate (<i>print</i>)				
	Director - People Support				
	Date:				
	23 March 22				
Executed by National Health Group Corporations Act 2001 Signature of director	Pty Ltd ABN 46 152 302 193 in accordance with Section 127 of the Signature of director/company secretary (Please delete as applicable) S. 47F(1)				
Name of director (<i>print</i>)	Name of director/company secretary (<i>print</i>)				
Dr s. 11C(1)(a)	Dr s. 11C(1)(a)				
	Date:				
	11 April 2022				

LEX-31552

Reference ID: C09429 Page 18 of 18

To: s. 22(1)(a)(ii)

Public Governance, Performance and Accountability ACT 2013 (PGPA Act) Section 23(3) Approving the commitment of relevant money

Spending Proposal

Spending Proposal					
Program name	Injury Management Advi	sor Program			
Fund source/	C48	Natural	5066	Location	000
Cost Centre Code	C40	account	3000	code	000
Supplier name	National Health Group P	ty Ltd			
Account Number	N/A				
Description of goods and	Injury Management Advice provided to the People Support Rehabilitation Team by Dr				
services	s. 11C(1)(a)				
Amount	Up to \$79,200.00				
approved	υρ to \$79,200.00				
Section 23 (3)					
approval date	Up to March 2023				
cover					
Name of author	s. 22(1)(a)(ii)	Contact No:	s. 22(1)(a)(ii)	Date	22/03/22

Approval

I, s. 22(1)(a)(ii) approve the commitment of relevant money as outlined in the spending proposal in accordance with *Public Governance, Performance and Accountability ACT 2013* (PGPA Act) Section 23(3) to MLCOA for \$79,200(inclusive of GST) for injury management advisory services provided to the People Support Rehabilitation Team by Dr s. 11C(1)(a)

The cost centre/fund source for this expense is provided above and I confirm there are sufficient funds available to cover this cost.

Approver title	Director		
Position Number	102627	Date	22/03/22
Signature	s. 22(1)(a)(ii)		

LEX-31552

Archived: Tuesday, 4 June 2024 8:33:34 AM

Document 5

From: s. 22(1)(a)(ii)

Sent: Wed, 23 Feb 2022 07:24:31 **To:** Connell, Emma Connell, Emma

Cc: s. 22(1)(a)(ii)

Subject: Proposal for Dr S. 11C(1)(a).docx [SEC=OFFICIAL]

Importance: Normal Sensitivity: None Attachments:

Proposal for Dr S. 11C(1)(a).docx;

Hi Em

In preparation for tomorrow's meeting, *22() has pulled together a proposal for Dr S. 11C(1)(a) which outlines the tasks and expected outcomes from his services.

Thanks

s. 22(1)(a)(ii)

Director

People Support | People and Policy Branch

Department of Agriculture, Water and the Environment

John Gorton Building, Parkes Place, PARKES ACT

GPO Box 787, CANBERRA ACT 2600

T: s. 22(1)(a)(ii) | M: s. 22(1)(a)(ii)

Pls note I do not work on Friday

s. 22(1)(a)(ii)@awe.gov.au

LEX-31552 Page 25 of 246

Document 6

Dr S. 11C(1)(a) – In-House Medical Specialist

Dr s. 11C(1)(a) (Psychiatrist) is the founder and director of the National Health Group. has a Bachelor of Medicine, Bachelor of Surgery degree, Fellowship from the Royal Australian and New Zealand College of Psychiatrists, Masters of Criminology and is a qualified mediator.

Program recommendations:

The aim of the in-house medical specialist role is to empower rehabilitation advisors to drive return to work outcomes for psychological cases whilst reducing reliance on third party providers such as workplace rehabilitation providers and independent medical examiners. Moving to an in-house model will also mean that the department retains greater control of complex psychological cases that require medical intervention and provides an alternative for employees who may need guidance on implementing an adequate treatment regime.

Summary of proposed in-house specialist tasks & benefits:

Task	Description	Aimed at	Expected outcome:
Conducting medical case reviews with rehabilitation advisors to workshop strategy on blocked cases.	RA's would have the ability to book a 1:1 session with Dr s. 11C(1)(a) to present their case to him, ask questions about the medical condition, usual recovery period, treatment plans and options to move forward.	Comp & non-comp staff	 Complex case outcomes are finalised quickly. Reduction in amount of IME referrals/costs savings. Building RA capability in understanding the differences in medical conditions, different treatment options and how to engage with treating doctors.
Review of IME paperwork	RA's would be able to have Dr s. 11C(1)(a) review IME/s36 paperwork to ensure that questions are written in a way that will resonate with doctors and that all necessary information required to paint a fulsome picture of the case is presented to the doctor.	Comp & non-comp staff	 Reduction in the need for supplementary report requests/cost savings Identification earlier that a second specialist may be required for an integrated assessment Ensure that we are getting appropriate service for money when using independent assessors. Building RA capability in producing quality IME paperwork.
Conducting peer to peer medical case conferences	RA's would be able to refer a case to Dr s. 11C(1)(a) for liaison with	Comp & non-comp staff	Significant reduction in the amount of cases referred for external WRP's

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	treating practitioners. Dr s. 11C(1)(a) would then be able to facilitate a discussion with the treating doctor on a 'peer to peer' level.		 Reduction in the need for IME assessments Higher likelihood that treating doctor will engage with the department.
Providing rehabilitation services under Comcare rehabilitation programs (need to confirm if "is accredited through Comcare)	Dr s. 11C(1)(a) would be able to perform the role that is currently assigned to a WRP in the management of complex psychological claims. RA's would develop the program and Dr s. 11C(1)(a) would conduct case conferences with required stakeholders to obtain required medical information to progress rehabilitation.	Comp staff	 Significant reduction in the amount of cases referred to external WRP's Premium reduction due to reduced rehabilitation costs. Building RA capability in writing their own rehab programs.
Conducting Independent Medical Assessments	Dr s. 11C(1)(a) is qualified to perform independent medical assessments (with employee consent). These assessments would be via telehealth and can be a scaled back IME which will be less confronting for employees. Dr s. 11C(1)(a) can also perform s36 assessments.	Comp & non-comp staff	 Reduction in the amount of cases referred for independent medical examinations Premium reduction due to reduced rehabilitation costs.
Providing critical incident assessments	Dr s. 11C(1)(a) can provide a critical incident assessment on staff who have expressed suicidal ideation and/or have expressed thoughts of self harm to determine safety to remain in the office. Dr s. 11C(1)(a) can also ensure that they are linked up with appropriate treatment providers in their	Comp & non-comp staff	 Reduction in cases being referred to IME due to concerns for safety in the workplace Risk mitigation for staff who are identified as high risk Reduction in misc. leave with pay applications whilst awaiting an IME outcome

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	relevant state (if required).		
Team case reviews/workshops "The Lab"	Dr s. 11C(1)(a) can meet with the rehab team on a regular basis to workshop complex cases and discuss medical management in an open forum.	Comp & Non- comp staff	 Builds RA capability in presenting information verbally Allows all team members to benefit from sharing information Allows RA's further insight into medical management of specific conditions
Manager assistance	Dr s. 11C(1)(a) can be booked to meet with managers that are currently managing staff with complex mental health conditions who require additional support. This would include managers who have flagged that their own mental health may be compromised.	Comp & Non- comp staff	 Increased end user experience for our stakeholders Higher likelihood of maintaining stronger relationships between manager and employee Increased manager capability in managing sensitive medical conversations.

All proposed activities outlined above are expected to result in a significant cost saving to the department as over \$1 million was spent in rehabilitation and independent medical expenses last year. The proposed activities will also ensure that rehabilitation advisors are accountable for driving their own claim outcomes and increase their confidence and capability in writing and monitoring their own rehabilitation plans/programs.

A move to an in-house model should reduce the need for any external rehabilitation referral, except in circumstances where there is a significant relationship breakdown between the department and the injured employee or where there are complex medical needs that benefit from the support of an allied health practitioner.

The work aligns with our Thrive at Work framework focusing on mitigating illness, preventing harm and promoting thriving.

Costs

- Proposing to engage \$\(^{\sigma_1\text{11C(1)}}\)2 consecutive days per month
- If doesn't work a full 8 hours, he'll only charge for the hours worked
- Daily rate = **s.** 47G(1)(a)
- Hourly rate = s. 47G(1)(a)

LEX-31552
Archived: Tuesday, 4 June 2024 9:16:51 AM

Document 7

From: s. 22(1)(a)(ii)
To: s. 11C(1)(a)

Subject: RE: Psychiatric service proposal [SEC=UNOFFICIAL]

Importance: Normal Sensitivity: None

Hey s. 11C(1)(a)

I hope you are well – those google searches were quite enlightening!

I was wondering whether you might possibly be free on Dec 6 at 2pm instead of Nov 29 at 2pm Brissy time? My director has just had something come up on the 29th and she is really keen to attend and doesn't want to miss out. If not, we will keep it on Nov 29 at 2pm (Brissy time).

Thanks []

s. 22(1

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601



From: s. 11C(1)(a) s. 47F(1)@nationalhealthgroup.com.au>

Sent: Tuesday, 2 November 2021 3:58 PM

To: S. 22(1)(a)(ii) @awe.gov.au>

Subject: Re: Psychiatric service proposal [SEC=UNOFFICIAL]

Hi s. 22(1

Look for cows and curtains and daylight savings

Should yield some interesting results

Regards, LEX-31552 Page 29 of 246

Dr s. 11C(1)(a)

Psychiatrist

Unit 17, Level 8

235 Macquarie St

Sydney NSW 2000

P 02 9221 0688

F 02 9221 0544

M s. 47F(1)

W www.nationalhealthgroup.com.au



On 2 Nov 2021, at 1:34 pm, s. 22(1)(a)(ii)

@awe.gov.au> wrote:

Thank you so much – I am so sorry that I got the time mixed up! I have actually relocated back to my hometown of Adelaide so I get even more confused now as I have team members in 3 different time zones now!

I will have to do some googling about cows and daylight saving – just out of interest now you mentioned it!

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601

From: s. 11C(1)(a) s. 47F(1)@nationalhealthgroup.com.au>

Sent: Tuesday, 2 November 2021 2:00 PM

To: s. 22(1)(a)(ii) @awe.gov.au>

Subject: Re: Psychiatric service proposal [SEC=UNOFFICIAL]

Yup, I'm still in Brisbane

I'll be ready on 29/11/2021 at 3pm AEDT (ACT time) which is 2pm AEST (Brisbane time)

Glad I'm not the only person who gets confused with daylight savings

Cows do as well, according to some people

Regards,

Dr s. 11C(1)(a)

Psychiatrist

Unit 17, Level 8

235 Macquarie St

Sydney NSW 2000

P 02 9221 0688

F 02 9221 0544

M s. 47F(1)

W www.nationalhealthgroup.com.au

<image002.jpg>

On 2 Nov 2021, at 1:24 pm, s. 22(1)(a)(ii)

<u>@awe.gov.au</u>> wrote:

LEYn31652 have I got my times mixed up? I was thinking 3-4:30 ACT time but are you still up Pinge 31 of 246 Brisbane?

Thanks,

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601

<image001.png>

From: s. 11C(1)(a) s. 47F(1)@nationalhealthgroup.com.au>

Sent: Tuesday, 2 November 2021 1:50 PM

To: S. 22(1)(a)(ii) @awe.gov.au>

Subject: Re: Psychiatric service proposal [SEC=UNOFFICIAL]

 $PS^{\text{ s. 22(1)}}$

Did you mean 29/11/2021 from 3-4.30pm AEST? That'll be 4-5.30pm for you in the ACT

Regards,

Drs. 11C(1)(a)

Psychiatrist

Unit 17, Level 8

235 Macquarie St

Sydney NSW 2000

P 02 9221 0688

F 02 9221 0544

M s. 47F(1)

<image002.jpg>

On 2 Nov 2021, at 12:56 pm, **s. 22(1)(a)(ii)**

<u>@awe.gov.au</u>> wrote:

Hi s. 11C(1)(a)

Thank you so much for sending through these dates.

Can we please book you on Monday 29/11/2021 from 3-4:30 AEST?

We will do some pre-work with the rehab advisors prior to the session to make sure they are prepared to present to you. I'll send you through an invite through MS Teams.

Thank you – the team are really looking forward to this session and I think they will get so much out of it.

Thanks,

5. 22(1

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601

<image001.png>

From: s. 11C(1)(a) s. 47F(1)@nationalhealthgroup.com.au>

Sent: Friday, 29 October 2021 11:26 AM

To: S. 22(1)(a)(ii) @awe.gov.au>

Cc: s. 22(1)(a)(ii) @agriculture.gov.au>

Subject: Re: Psychiatric service proposal [SEC=UNOFFICIAL]

Hi s. 22(1

For November, I'm available for a 90min video call the following days and start times - all times are AEDT (i.e. NSW/ACT/VIC):

Wed 3 - 3pm or 3.30pm

Wed 10 - 3pm or 3.30pm

Fri 12 - 1pm or 1.30pm

Tue 16 - 3pm or 3.30pm

Wed 17 - 3pm or 3.30pm

Fri 19 - any time from 1pm

Mon 22 - 3pm or 330pm

Fri 26 - any time

Mon 29 - 3pm or 3.30pm

Tue 30 - 3pm or 3.30pm

If possible, I'd like the presents to provide the following information on their case/s:

- Personal deidentified initials, age and gender.
- Work APS/EL, Department, location and duration of employment.
- Health Issues and source of this information.
- Risks past health issues; and history of unplanned absences, performance problems,

failure to gain promotion / higher duties, workers' compensation claims and complaints.

- Formulation why is this employee presenting with this issue at this time?
- Plan actions required to progress the case.

Let me know your preference for day and time, and tech for the video call

Have a good weekend

Regards,

Dr s. 11C(1)(a)

Psychiatrist

LEX-31552 Page 34 of 246

Unit 17, Level 8

235 Macquarie St

Sydney NSW 2000

P 02 9221 0688

F 02 9221 0544

M s. 47F(1)

W www.nationalhealthgroup.com.au

<image002.jpg>

On 29 Oct 2021, at 10:01 am, S. 22(1)(a)(ii) s. 22(1)(a)(ii)@awe.gov.au> wrote:

Hi s. 11C(1)(a)

Thank you so much for sending this across and I apologise that it has taken me some time to come back to you. We have had a pretty big month!

We would love to get you to run a case review session with the team sometime before the end of the year and then potentially look at a regular arrangement from Jan/Feb onward (budget depending). We are in the process of filling some vacant positions in the team at the moment so will be great to do a capability session with you once we have all our newstarters on board.

Is it possible for you to send through some dates that you would be available for November? I was thinking we could start off with a 90 minute case review session which would give multiple rehab advisors the opportunity to present their cases to you and also hear a little from you in terms of your experience and insights as a medical provider.

Look forward to hearing from you!

LEX-31552 ^{s.22(1} ☐ Page 35 of 246

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii) | s. 22(1)(a)(iii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601

<image001.png>

From: s. 11C(1)(a) s. 47F(1)@nationalhealthgroup.com.au>

Sent: Monday, 27 September 2021 8:06 AM

 T_0 : s. 22(1)(a)(ii) <u>@awe.gov.au</u>

Subject: Psychiatric service proposal [SEC=UNOFFICIAL]

Hi s. 22(1)(a)(ii)

I'd like to submit the attached psychiatric service proposal for your consideration.

I'll be offline (bicycle touring on K'Gari) this week from midday Tuesday.

If any aspects of this need clarifying, I'm around today (Monday 27/09/2021) and will be free to talk Wednesday 06/10/2021 and Friday 08/10/2021 from 2pm to 4pm AEDT.

I look forward to talking soon.

Have a good week and stay safe.

Regards,

Dr s. 11C(1)(a)

Psychiatrist

P 02 9221 0688

F 02 9221 0544

M s. 47F(1)

W www.nationalhealthgroup.com.au

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LEX-31552
Archived: Tuesday, 4 June 2024 9:25:22 AM

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Document 8

From: s. 22(1)(a)(ii)

Sent: Monday, 28 February 2022 6:18:03 PM

To: s. 11C(1)(a)

Subject: RE: DAWE catch up with Dr s. 11C(1)(a) [SEC=OFFICIAL]

Importance: Normal Sensitivity: None

I am so sorry, I made an assumption and didn't even ask you what your preference was! I will definitely be mindful of that moving forward!

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601



From: S. 11C(1)(a) s. 47F(1)@nationalhealthgroup.com.au>

Sent: Monday, 28 February 2022 2:03 PM

To: s. 22(1)(a)(ii) @awe.gov.au>

Subject: Re: DAWE catch up with Dr S. 11C(1)(a) [SEC=OFFICIAL]

That all sounds great thanks

Small request - I prefer s. 11C(1)(a) over - sounds less American to my ears

Talk soon,

Regards,

Drs. 11C(1)(a)

Psychiatrist

Unit 17, Le VEY-8¹⁵⁵²

235 Macquarie St

Sydney NSW 2000

P 02 9221 0688

F 02 9221 0544

M s. 47F(1)

W www.nationalhealthgroup.com.au



On 28 Feb 2022, at 12:57 pm, s. 22(1)(a)(ii)

@awe.gov.au> wrote:

Hey s. 11C(1)(a)

That sounds great – funding has all been approved from our side □

We are just working with the team at the moment to put together a calendar for the 7^{th} . Are you okay if we use MS Teams for the 7^{th} and see how that goes? We can send the invites to this email and put together a summary of bookings on the Friday beforehand.

Thanks,

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601

<image001.png>

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From: s. 11C(1)(a) s. 47F(1)@nationalhealthgroup.com.au>

Sent: Monday, 28 February 2022 1:12 PM

To: s. 22(1)(a)(ii) @awe.gov.au>

Subject: Re: DAWE catch up with Dr s. 11C(1)(a) [SEC=OFFICIAL]

Hi s. 22(1

Assuming funding has been approved, let's proceed as planned with Monday 7 March

I'm happy invoicing at the the start of the month for the previous month, as I do for other Govt Departments

s. 11C(1)(a)

On 28 Feb 2022, at 11:20, s. 22(1)(a)(ii)

@awe.gov.au> wrote:

Hey s. 11C(1)(a)

Thank you so much for meeting with us last week – I am really excited to get this program up and running.

Unfortunately, I might not be able to get our procurement process finalised in time for our start date next week so wanted to flag that with you and see what your preference is. We can either push the start date until our contract is in place or it may be that payment is delayed.

Let me know which way would work best for you \(\bigcap \) happy to chat.

Thanks,

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601

<image001.png>

```
LSent: Monday, 21 February 2022 2:52 PM
To: s. 22(1)(a)(ii)
                                 @awe.gov.au>
Cc: s. 22(1)(a)(ii)
                                 @agriculture.gov.au>; s. 22(1)(a)(ii)
s. 22(1)(a)(ii)
                    @agriculture.gov.au>; s. 22(1)(a)(ii)
                                                                        @agriculture.gov.au>
Subject: Re: DAWE catch up with Dr S. 11C(1)(a) [SEC=OFFICIAL]
Hi s. 22(1
Thanks for setting up today's MS Teams meeting
/
As requested, here is information on my fees
Daily rate = s. 47G(1)(a)
Hourly rate = s. 47G(1)(a)
I charge for work done, meaning that if you don't fill a day, I'll only charge for the hours worked
/
I would like to be paid to the following company:
National Health Group Pty Ltd
ABN 46152302193
And here are my bank account details:
St George Bank
Account name National Health Group
BSB 112 879
A/c no. 466 831 869
/
I've included the data spreadsheet I submit with monthly invoices to the ATO for your perusal
/
Please let me know if other information is required
I look forward to being of service starting on Monday 7 March 2022
Regards,
Drs. 11C(1)(a)
```

Unit 17, Level 8

235 Macquarie St

Sydney NSW 2000

P 02 9221 0688

F 02 9221 0544

M s. 47F(1)

W www.nationalhealthgroup.com.au

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LEX-31552

Archived: Tuesday, 4 June 2024 9:27:47 AM

Document 9

3

From: s. 22(1)(a)(ii)
To: s. 11C(1)(a)

Subject: RE: Medical case reviews [SEC=UNOFFICIAL]

Importance: Normal Sensitivity: None

Hey 8. 11C(1)(2

Haha sorry! No wonder I was confused!

I have booked us in for 1:30-2:30 Brisbane time on Monday 21st and I will send you an MS Teams invite □

Thanks,

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601



From: s. 11C(1)(a) s. 47F(1)@nationalhealthgroup.com.au>

Sent: Wednesday, 16 February 2022 3:15 PM
To: S. 22(1)(a)(ii) @awe.gov.au>

Subject: Re: Medical case reviews [SEC=UNOFFICIAL]

Hi again s. 22(

I'm available AEST 12pm to 2pm Monday, which is 12.30pm to 2.30pm Adelaide, 1pm to 3pm NSW/ACT/VIC, 11.30am to 1.30pm NT and 10am to 12pm WA

No wonder we get confused

So are you available Monday 21/02/2022 between your 12.30pm & 2.30pm?

Regards,

Drs. 11C(1)(a)

Psychiatrist

Unit 17, Level 8

235 Macquarie St

Sydney NSW 2000

P 02 9221 0688

F 02 9221 0544

M s. 47F(1)

W www.nationalhealthgroup.com.au



On 16 Feb 2022, at 11:46 am, s. 22(1)(a)(ii)

@awe.gov.au> wrote:

Hey s. 11C(1)(a)

I'm actually in Adelaide now so I am only a half hour behind you [] so I think my 2:30-3:30 should be your 2-3 (I hope I have that right haha!).

Let me know if that will work for you.

We might have to do our catch up from teams as we are all in different states but once we confirm the time, I can send a teams invite.

Really looking forward to working with you again!

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601

<image001.png>

From: s. 11C(1)(a) <s. 47F(1) @nationalhealthgroup.com.au>

Sent: Wednesday, 16 February 2022 11:54 AM
To: S. 22(1)(a)(ii) @awe.gov.au>

Subject: Re: Medical case reviews [SEC=UNOFFICIAL]

Hi s. 22(1

Looks like the gremlin of daylight savings has struck again

On Monday 21/02/2022, I'm available from 1pm to 3pm your time - I'm an hour behind you here in Brisbane

Are you and your colleagues available between 1pm and 3pm your time on Monday 21/02/2022?

Coviu allows one user at each end, so if you will be in the same room as S. 22(1)(a)(ii) s. 22(1)(a)(iii) then Coviu will work well

& s. 22(1)(a)(i

Otherwise, once we agree on a day and time, please send me details for MS Teams or other online platform

Happy to talk if that is easier - I'm available until your 3pm today on S. 47F(1)

Regards,

Dr s. 11C(1)(a)

Psychiatrist

Unit 17, Level 8

235 Macquarie St

Sydney NSW 2000

P 02 9221 0688

F 02 9221 0544

www.nationalhealthgroup.com.au

<image002.jpg>

On 16 Feb 2022, at 10:05 am, s. 22(1)(a)(ii)

<u>@awe.gov.au</u>> wrote:

Hi s. 11C(1)(a)

We are so excited to have your expertise and knowledge – I think there is a huge amount our case managers will learn from you.

How about Monday 21st at 2-3pm Brisbane time? We can use coviu if that is easiest for you or ms teams.

I have invited my Director (s. 22(1)(a)(ii)) and two of my EL1 colleagues (s. 22(1)(a)(ii) & s. 22(1)(a)(ii)) so that they can get the chance to meet you and we can talk about how best to get this off the ground.

Thanks,

s. 22(1

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601

<image001.png>

From: s. 11C(1)(a) s. 47F(1)@nationalhealthgroup.com.au>

Sent: Tuesday, 15 February 2022 6:21 PM

To: S. 22(1)(a)(ii) <u>@awe.gov.au</u>>

Subject: Re: Medical case reviews [SEC=UNOFFICIAL]

Hi s. 22(1

I'd love to help AWE on a regular basis

If you want to talk/Coviu/Zoom/MS Teams/Skype/FaceTime/Webex/smoke signal, I'm available the following days in AEDT / NSW / ACT time zones:

Wednesday 16 - 10am to 3pm

Thursday 17 - 9am to 10am

Friday 18 - 9.30am to 11am

Monday 21 - 1pm to 3pm

Tuesday 22 - 1pm to 2pm

I use Coviu most days - here is the link - https://nationalhealthgroup.coviu.com/room/@s. 11C(1)(a)

And here is a link to the test page - https://tools.coviu.com/precall/

If any of these times suit, please let me know what day and time

If none of the above times suit, let me know and I'll let you know my availability from Wednesday 23 onwards

All my best

Regards,

Dr s. 11C(1)(a)

Psychiatrist

Unit 17, Level 8

235 Macquarie St

Sydney NSW 2000

P 02 9221 0688

F 02 9221 0544

M s. 47F(1)

W www.nationalhealthgroup.com.au

L<u>EX-31552</u> Page 47 of 246

<image002.jpg>

On 15 Feb 2022, at 5:10 pm, S. 22(1)(a)(ii)

<u>@awe.gov.au</u>> wrote:

Hi s. 11C(1)(a)

I hope you have had a great start to the year!

Following on from the great session with you last year, we would like to look at booking you for something a little more often. It would be great to get you on board twice a month for 6-7 hours, similar to what you are doing with the ATO.

Do you have some time to catch up and have a chat about how this could look and confirm pricing? We are hoping we might be able to start this in March if you have availability.

Looking forward to catching up soon.

Thanks.

s. 22(1

s. 22(1)(a)(ii)

Assistant Director | People Support Rehabilitation | s. 22(1)(a)(ii)

Department of Agriculture, Water and the Environment

People & Policy Branch | People Division

s. 22(1)(a)(ii)@awe.gov.au

GPO Box 858, Canberra ACT 2601

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TAX INVOICE

AWE GPO Box 858 CANBERRA ACT 2601 AUSTRALIA **Invoice Date** 1 Apr 2022

Invoice Number INV-0002246

ABN 46 152 302 193

Dr s. 11C(1)(a)
MBBS MCrim FRANZCP
NATIONAL HEALTH
GROUP PTY. LTD.
Unit 17, Level 8
235 Macquarie Street
SYDNEY NSW 2000
AUSTRALIA

Tel: 02 9221 0688 Fax: 02 9221 0544

Description	GST	Amount AUD
In-house medical (psychiatric) service		
March 2022		
Two rostered days' work at ^{s. 47G(1)(a)} per day - 07 + 21 March 2022.	10%	s. 47G(1)(a)
Plus 6 hours (0.75 days) as per attached task sheet	10%	s. 47G(1)(a)
	Subtotal	s. 47G(1)(a)
	TOTAL GST 10%	s. 47G(1)(a)
	TOTAL AUD	s. 47G(1)(a)

Due Date: 8 Apr 2022

Payment Terms - 7 Days from Invoice

Payment Details as below;

Bank Account Name: National Health Group Pty Ltd

BSB: 112-879

Account No: 466 831 869

Email: accounts@nationalhealthgroup.com.au Website: www.nationalhealthgroup.com.au

HPI-I:8003610008200350

AHPRA Number: MED0001174040

View and pay online now

Page 50 of 246 LEX-31552

PAYMENT ADVICE

To: Dr s. 11C(1)(a)

MBBS MCrim FRANZCP

NATIONAL HEALTH GROUP PTY. LTD.

Unit 17, Level 8

235 Macquarie Street

SYDNEY NSW 2000

AUSTRALIA

Tel: 02 9221 0688 Fax: 02 9221 0544

Customer **AWE** INV-0002246 **Invoice Number**

s. 47G(1)(a) **Amount Due**

Due Date 8 Apr 2022

Amount Enclosed

Enter the amount you are paying above



TAX INVOICE

AWE GPO Box 858 CANBERRA ACT 2601 AUSTRALIA Invoice Date 1 May 2022

Invoice Number INV-0002271

ABN 46 152 302 193

Dr s. 11C(1)(a) r MBBS MCrim FRANZCP NATIONAL HEALTH GROUP PTY. LTD. Unit 17, Level 8 235 Macquarie Street SYDNEY NSW 2000 AUSTRALIA Tel: 02 9221 0688

Fax: 02 9221 0544

Description	GST	Amount AUD
In-house medical (psychiatric) service - April 2022		
One day's work at ^{s. 47G(1)(a)} per day.		
Worked on Monday 04/04/2022	10%	s. 47G(1)(a)
Plus 1 hour for: 0.5hr on 11/04/2022 (NC) and 0.5hr on 14/04/2022 (NB)	10%	s. 47G(1)(a)
	Subtotal	s. 47G(1)(a)
	TOTAL GST 10%	s. 47G(1)(a)
	TOTAL AUD	s. 47G(1)(a)

Due Date: 8 May 2022

Payment Terms - 7 Days from Invoice

Payment Details as below;

Bank Account Name: National Health Group Pty Ltd

BSB: 112-879

Account No: 466 831 869

Email: accounts@nationalhealthgroup.com.au Website: www.nationalhealthgroup.com.au

HPI-I:8003610008200350

AHPRA Number: MED0001174040

View and pay online now

LEX-31552 Page 52 of 246

PAYMENT ADVICE

To: Dr s. 11C(1)(a)

> MBBS MCrim FRANZCP NATIONAL HEALTH GROUP PTY. LTD.

Unit 17, Level 8 235 Macquarie Street SYDNEY NSW 2000

AUSTRALIA Tel: 02 9221 0688 Fax: 02 9221 0544

Customer **AWE Invoice Number** INV-0002271 s. 47G(1)(a) **Amount Due Due Date** 8 May 2022 **Amount Enclosed**

Enter the amount you are paying above



TAX INVOICE

AWE GPO Box 858 CANBERRA ACT 2601 AUSTRALIA **Invoice Date** 1 Jun 2022

Invoice Number INV-0002283

ABN 46 152 302 193

Dr s. 11C(1)(a)
MBBS MCrim FRANZCP
NATIONAL HEALTH
GROUP PTY. LTD.
Unit 17, Level 8
235 Macquarie Street
SYDNEY NSW 2000
AUSTRALIA

Tel: 02 9221 0688 Fax: 02 9221 0544

Description	GST	Amount AUD
In-house medical (psychiatric) service		
May 2022		
11.5 hours' work as per attached task sheet.	10%	s. 47G(1)(a)
Pro-rata at ^{s. 47G(1)(a)} per 8-hour day.		
	Subtotal	s. 47G(1)(a)
	TOTAL GST 10%	s. 47G(1)(a)
	TOTAL AUD	s. 47G(1)(a)

Due Date: 8 Jun 2022

Payment Terms - 7 Days from Invoice

Payment Details as below;

Bank Account Name: National Health Group Pty Ltd

BSB: 112-879

Account No: 466 831 869

Email: accounts@nationalhealthgroup.com.au Website: www.nationalhealthgroup.com.au

HPI-I:8003610008200350

AHPRA Number: MED0001174040

View and pay online now

Page 54 of 246 LEX-31552

PAYMENT ADVICE

To: Dr s. 11C(1)(a)

MBBS MCrim FRANZCP

NATIONAL HEALTH GROUP PTY. LTD.

Unit 17, Level 8

235 Macquarie Street

SYDNEY NSW 2000

AUSTRALIA

Tel: 02 9221 0688 Fax: 02 9221 0544

Customer **AWE** INV-0002283 **Invoice Number**

s. 47G(1)(a) **Amount Due Due Date** 8 Jun 2022

Amount Enclosed

Enter the amount you are paying above

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

From: S. 11C(1)(a) S. 47F(1)@nationalhealthgroup.com.au>

Sent: Wednesday, February 22, 2023 2:22 PM **To:** S. 22(1)(a)(ii) @aff.gov.au>

Subject: Re: DAWE/DAFF invoice enquiry to date [SEC=OFFICIAL]

Good afternoon s. 22(1)(a)(ii)

NHG has no outstanding invoices with DAWE/DAFF

Thank you for enquiring

Regards,

Dr s. 11C(1)(a)
Psychiatrist

The Hobart Clinic 31 Chipmans Rd Rokeby TAS 7019

P 03 6247 9960 F 03 6247 6439 M s. 47F(1)

www.nationalhealthgroup.com.au

On 21 Feb 2023, at 13:24, s. 22(1)(a)(ii)

@aff.gov.au> wrote:

Good afternoon

As paltEof 367 reconciliation process, we are enquiring if there are any outstanding invoices to date: 56 of 246

Kind regards,

s. 22(1)(a)(ii)

People Support Rehabilitation Team

Department of Agriculture, Fisheries and Forestry

HR Operations Branch | People, Property and Security Division

If you would like to talk to a counsellor, the department offers a free, confidential counselling service for you and your immediate family members through LifeWorks: 1800 273 865 and Overseas: +61 2 9368 0056

Please note: COVID-19 advice and procedures are being frequently updated to help support our AWE staff through this challenging time. Please regularly visit the <u>COVID-19 hub</u> to obtain the most up-to-date information.

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